

This notice is made by Nelfor Services Limited, company number 1674103 (British Virgin Islands), parent of Enedina Limited (Company Number HE 294974 (Cyprus)), trading as Iwantu.

### IMPORTANT INFORMATION

#### 1 TERMS AND CONDITIONS

- 1.1 Please read these terms and conditions carefully as they apply to your access to and use of the services described in our website.
- 1.2 A printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 1.3 The materials contained in this website are provided for general information purposes only and do not claim to be or constitute any form of professional advice. We do not accept any responsibility for any loss which may arise from accessing or reliance on information contained in this website.
- 1.4 This website may include hyperlinks to websites operated by other parties and content posted by visitors to our website. We are not responsible for examining or evaluating them and their inclusion does not imply our endorsement of their content. We are therefore not responsible for the content of external Internet sites that link to this website or which are linked from it. Nor are we responsible for any content posted to this website by visitors.
- 1.5 The contents of this site are protected by copyright under international law.
- 1.6 Users are permitted to read the contents of this site and make copies for their own personal use only. All other use and copying of any of the contents of this site is prohibited. Copying from websites of third parties is subject to any requirements applicable to those sites.
- 1.7 We can, without liability, change or discontinue any part of the Service, temporarily or permanently. We will give you reasonable notice of any such change or discontinuance as is practicable in the circumstances. Notice of any changes to the Service will be posted on the website.
- 1.8 We can change these terms and conditions at any time but we will give you reasonable notice before doing so. We will post the amended terms and conditions on the website upon any such change. The amendments become effective upon being posted to the website and any use of the Service occurring after such posting is subject to the amendments. Your continued use of the Service after the posting of the amended terms and conditions on the website constitutes your acknowledgement of the terms and conditions and its modifications and your agreement to abide and be bound by them. These terms and conditions may not otherwise be amended, except in writing signed by both parties.

#### 2 THE SERVICE

- 2.1 Iwantu provides an online introduction and dating service through the Iwantu website. The dating services that are provided enable you to contact and engage in conversation with our members (the "Service").
- 2.2 We create user profiles for use by our customer support representatives for the support, marketing and improvement of the Service. Our customer support representatives are encouraged to speak with our members and also to stimulate conversation between members by making introductions or recommendations. This is a vital part of the Service we provide. Should you wish not to be contacted in this way you can alter your preferences by visiting the 'My Account' section of this website.
- 2.3 We may, from time to time, send electronic communications to ask how our members are using certain aspects of the Service and to stimulate conversation between members.
- 2.4 There is no guarantee that you will find a date, a companion or an activity partner, or that you will meet any of our members in person.

#### 3 MEMBERSHIP

##### 3.1 Registration

By registering as a member and using any services offered on this website you warrant to us that you are over 18 years of age and that you agree to these terms and conditions. If you are not over 18 years of age or do not agree to the terms and conditions then you cannot proceed to use our website.

##### 3.2 Subscription

There is no joining fee or monthly subscription fee payable for the use of the website. Upon becoming a member of the website you will have access to the free Standard Membership package ("Standard Membership"). Standard Membership gives you a limited access to features of the website. If you want, however, to get full access to all features of the website, you are welcome to buy one of the subscription packages currently available on our site.

##### 3.3 Use of website

You agree to:-

- 3.3.1 provide accurate, and up to date information as required by the registration forms on the website;
- 3.3.2 update and maintain the accuracy of such information;
- 3.3.3 only post material relevant to the users of the website;
- 3.3.4 report any misuse of the website or any misleading or inappropriate material on the website or the profiles of other members;
- 3.3.5 maintain the security of your password;
- 3.3.6 be fully responsible for all use of your account and for any actions that take place using your account; and

EXHIBIT 5-B  
TO DECLARATION OF  
WILLIAM LIVINGSTON



3.3.7 only post genuine ratings of and comments on other users' profiles and other content based on your personal experience.  
**Please note that any comments you make, if false, could be defamatory and could lead to legal proceedings being taken against you.**

3.4 You agree not to use the website to:-

3.4.1 impersonate any person or organisation or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or organisation;

3.4.2 upload or share any unsolicited or unauthorised material or advertising;

3.4.3 upload, publish or display any personal or confidential information of any person or organisation without their prior consent;

3.4.4 solicit or request personal information from anyone under the age of 18 or solicit passwords or personal information for unlawful purposes;

3.4.5 upload, share or otherwise make available any material that contains viruses or similar software or programs;

3.4.6 upload, share or otherwise make available any material which may be illegal, discriminatory in any way, of a sexual nature or otherwise offensive or harmful to other users of the website or others;

3.4.7 upload, share or otherwise make available any material which is deliberately misleading or fraudulent;

3.4.8 intimidate or harass any person or organisation;

3.4.9 engage in or transmit any unauthorised surveys, contests, chain letters or unsolicited mass distribution of e-mail;

3.4.10 promote another service, site and/or business or buy or sell products and/or services;

3.4.11 interfere or disrupt networks connected to the Services or attempt to interfere with the proper functioning of this website (including imposing an unreasonable load on the infrastructure of this website);

3.4.12 use or attempt to use the account of any other user without the consent of that user or our prior written authorisation; or

3.4.13 use, process or disseminate any of the information on this website for any purpose other than the purposes for which the information was provided.

3.5 You are solely responsible for any content which you upload, publish or display on this website. You warrant that you will not upload, publish or display any content that you did not create or that you do not have permission to upload publish or display. We reserve the right to review all content on the website and delete or remove any content which breaches these terms and conditions or which may be offensive, illegal or harmful to the safety of users of the website or to others.

3.6 By publishing, uploading or displaying content on the website you grant to us, and represent and warrant that you have the right to grant, an irrevocable, non-exclusive, royalty free licence to use, copy, publish, display, reformat, translate and distribute such content for any purpose in connection with the website, the associated services and the promotion of the website and the Service. You may remove content you have uploaded, published or displayed at any time, whereupon the licence granted above will expire, provided that we shall be permitted to retain archived copies of all such content.

### 3.7 **Security**

3.7.1 **Access to your user account with us and the material available to registered users on our website will be gained by using the screenname or email address and the password selected by you or provided to you during the registration procedure. You are responsible for ensuring the confidentiality and proper use of your login details and account and for restricting access to your computer and you agree to accept responsibility for all activities that occur under your account or password. In order to assist us with our security policy, you should not leave your computer terminal unattended while you are logged on to our website and should ensure that it is switched off each time you have finished.**

3.7.2 **You must tell us immediately if you believe that an unauthorised person knows your login details or has access to your account.**

3.7.3 **We reserve the right to refuse service or terminate your account if we suspect an unauthorised person is attempting to access it.**

### 3.8 **Your Profile**

3.8.1 **If your profile is removed by us or on termination of your membership, all data stored, including all messages previously sent or received, will be irreversibly deleted. You should therefore save any important information on your own systems.**

3.8.2 **If we consider that your profile is inappropriate, or does not comply with these terms and conditions, you will be advised of this decision, with reasons, and given a period of time to revise your profile. During this period, your profile may be hidden so that you can still log in and update details but your profile will not be available for other users to view.**

### 3.9 **Termination**

3.9.1 **If you wish to terminate your membership at any time please contact us using the contact details listed in paragraph 7 of these terms and conditions.**

3.9.2 **We may terminate your membership at any time by serving 1 days notice of termination on you.**

3.9.3 **If you have breached these terms and conditions we can terminate your membership immediately.**

3.9.4 **Upon termination of the Service you agree that we can immediately delete the files in your account and prevent any further access to such files or the Service.**

### 3.10 **Cancellation**